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Attorneys for EXPONENTIAL  
INTERACTIVE, INC. and JOHN RETTIG

7 UNITED STATES DISTRICT COURT  
8 NORTHERN DISTRICT OF CALIFORNIA  
9 SAN FRANCISCO DIVISION

10 OBJECTIVITY, INC., a corporation,

Case No. 3:14-cv-01434-EMC

11 Plaintiff,

12 v.

13 EXPONENTIAL INTERACTIVE, INC., a  
14 corporation, and JOHN RETTIG, an  
15 individual,

**STIPULATION AND  
[PROPOSED] ORDER  
GRANTING LEAVE TO  
AMEND COMPLAINT**

16 Defendants.

17  
18 WHEREAS:

19 A. Plaintiff Objectivity, Inc. ("Objectivity") seeks leave to amend its complaint to add  
20 additional alleged breaches to its breach of contract claim, and to make consequential changes to its  
21 copyright claim and to other aspects of the existing complaint, as stated in the [proposed] First  
22 Amended Complaint attached hereto as Exhibit "A";

23 B. Objectivity alleges that it was not on notice of the additional claims referenced in the  
24 [proposed] First Amended Complaint until sometime after this action commenced;

25 C. Defendants Exponential Interactive, Inc., and John Rettig ("Defendants") deny and  
26 dispute Objectivity's allegations, but stipulate to the allowance of the [proposed] First Amended  
27 Complaint on the basis that: (1) Defendants are not thereby agreeing, conceding, or admitting any  
28 of the allegations made in the [proposed] First Amended Complaint, (2) Defendants reserve any and

1 all rights to challenge the [proposed] First Amended Complaint, including but not limited to  
2 challenges on the basis of any statutes of limitations, laches, waiver, or contractual defenses.  
3

4 NOW THEREFORE, IT IS HEREBY STIPULATED by and between Objectivity and  
5 Defendants, through their undersigned counsel, that Objectivity may file the [proposed] First  
6 Amended Complaint attached hereto as Exhibit "A".  
7

8 Dated: January 9, 2015

9 By: /s/ Stuart C. Clark

10 Stuart C. Clark, Esq.

11 CARR & FERRELL LLP

12 Attorneys for Plaintiff Objectivity, Inc.  
13

14 Dated: January 9, 2015

15 By: /s/ Hsiao C. (Mark) Mao

16 Hsiao C. (Mark) Mao, Esq.

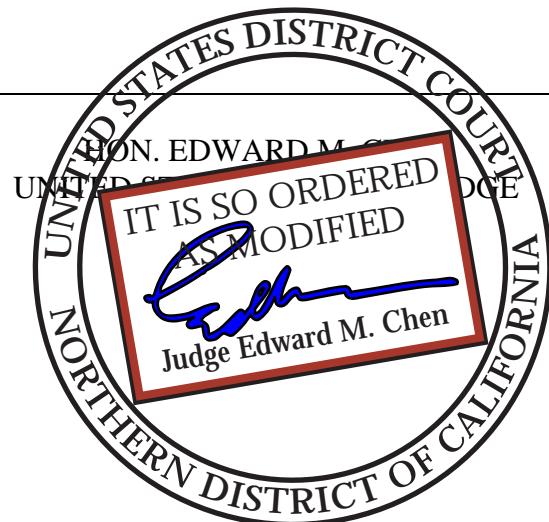
17 KAUFMAN DOLOWICH & VOLUCK, LLP

18 Attorneys for Defendants Exponential

19 Interactive, Inc. and John Rettig  
20

21 IT IS SO ORDERED. Plaintiff to file the first amended complaint  
22 as a separate document.  
23

24 Dated: January 13, 2015



# Exhibit A

1 STUART C. CLARK (SBN 124152)  
 2 clark@carrferrell.com  
 3 CARR & FERRELL LLP  
 4 120 Constitution Drive  
 5 Menlo Park, California 94025  
 Telephone: (650) 812-3400  
 Facsimile: (650) 812-3444

6 Attorneys for plaintiff OBJECTIVITY, INC.

**EXHIBIT A**

11 OBJECTIVITY, INC., a corporation,

12 Plaintiff,

13 v.

14 EXPONENTIAL INTERACTIVE, INC., a  
 15 corporation, and JOHN RETTIG, an  
 individual,

17 Defendants.

10 CASE NO. 3:14-cv-01434-EMC

**FIRST AMENDED COMPLAINT  
 BY OBJECTIVITY, INC. FOR  
 BREACH OF CONTRACT,  
 COPYRIGHT INFRINGEMENT,  
 AND MISREPRESENTATION**

**DEMAND FOR JURY TRIAL**

19 **I. INTRODUCTION**

20 1. Plaintiff Objectivity, Inc. (“Objectivity”) asserts claims against defendant  
 21 Exponential Interactive, Inc. (“Exponential”) for breach of contract and copyright infringement,  
 22 arising from Exponential’s use of Objectivity’s “Objectivity DB” software (the “Software”) in ways  
 23 not authorized by the license agreement between the parties, as is more fully alleged below.  
 24 Objectivity also asserts claims against Exponential and its chief financial officer, defendant John  
 25 Rettig (“Rettig”), for intentional misrepresentation, or alternatively negligent misrepresentation.  
 26 These misrepresentation claims arise from Rettig’s and Exponential’s false written representation  
 27 that Exponential has been and is using the Software in strict compliance with all of the restrictions  
 28 set forth in the license agreement. Objectivity seeks damages on all claims, injunctive relief barring

1 unauthorized use of the Software, costs (including attorney's fees on the copyright claim), interest,  
 2 and such further or alternative relief as may be appropriate.

3 **II. JURISDICTION**

4 2. This Court has original jurisdiction pursuant to 28 U.S.C. sections 1331 and 1338(a),  
 5 because this action includes a claim for copyright infringement arising under the United States  
 6 Copyright Act, 17 U.S.C. § 501, and supplemental jurisdiction under 28 U.S.C. section 1367.  
 7

8 **III. VENUE**

9 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), because, among  
 10 other things, defendants conduct business in Alameda County, and a substantial part of the events  
 11 and omissions giving rise to these claims, including acts of infringement, occurred in that county.  
 12

IV. **INTRA-DISTRICT ASSIGNMENT**

13 4. For the purposes of Civil L.R. 3-2(c) and (d), this is an intellectual property action  
 14 that may be assigned to any division of this District.

15 **V. PARTIES**

16 5. Plaintiff Objectivity is a corporation that carries on the business of providing data  
 17 management solutions for commercial and government organizations, with its principal place of  
 18 business in San Jose, California.

19 6. Defendant Exponential is, according to its website, a corporation that carries on the  
 20 business of a global provider of advertising intelligence and digital media solutions to brand  
 21 advertisers, with its principal place of business in Emeryville, California. Exponential is the  
 22 surviving corporation after merging with Tribal Fusion, Inc. ("Tribal Fusion"), and is thus the  
 23 successor in interest of Tribal Fusion.

24 7. Defendant Rettig is an individual who was at all material times employed as the  
 25 chief financial officer of Exponential, but who is no longer so employed.

26 **VI. GENERAL ALLEGATIONS**

27 8. Objectivity is the owner of the copyright in the Software. On November 18, 1994

1 Objectivity obtained U.S. Copyright Registration No. TX3-942-314 for the Objectivity DB software  
 2 program. A copy of the registration certificate is attached as Exhibit "A."

3       9.       The Software is one of Objectivity's software products. It is a distributed and  
 4 scalable object management database, enabling organizations to develop scalable solutions to  
 5 discover hidden relationships for improved Big Data analytics, develop new ROI opportunities and  
 6 improve inter-departmental business processes to achieve greater return on data related investments.

7       10.      As of March 31, 2006, which was a time when Exponential was still named Tribal  
 8 Fusion, Objectivity entered into a written license agreement with Exponential (the "License  
 9 Agreement") under which Exponential was granted rights to use the Software for certain limited  
 10 purposes. The rights granted to Exponential under the License Agreement were and are limited,  
 11 among other things, to the installation and use of the Software on a single 2 CPU dual core server  
 12 with unlimited users/processes. Those rights did not include use of the Software with an application  
 13 that is revenue generating and/or that will be offered to customers on an ASP based model.

14       11.      The license and maintenance and support fees payable to Objectivity under the  
 15 License Agreement were based on Objectivity's then-current fees for the use by Exponential of the  
 16 Software on a single 2 CPU dual core server, and excluding use with an application that is revenue  
 17 generating and/or that will be offered to customers on an ASP based model. If Exponential had  
 18 sought and obtained a license to use the Software on a server with more CPUs and/or cores, and/or  
 19 with an application that is revenue generating and/or that will be offered to customers on an ASP  
 20 based model, the license and maintenance and support fees would have been higher based on the  
 21 greater number of CPUs and cores of the server on which the Software was specified to be deployed  
 22 and used, and on the use of the Software with an application that is revenue generating and/or that  
 23 will be offered to customers on an ASP based model.

24       12.      On information and belief, Exponential has not limited its use of the Software to the  
 25 single 2 CPU dual core server authorized under the License Agreement, but has instead installed  
 26 and is using the Software, among others, on a server containing four CPUs with six cores each and  
 27 also on a server containing two CPUs with four cores each. Thus, instead of limiting its installation

1 and use of the Software to an authorized 2 CPU server limited to two cores, Exponential has  
 2 installed and is using the Software on servers with more than the authorized 2 CPUs with two cores.

3       13. During or about October, 2013, Objectivity received information that indicated that  
 4 Exponential was using the Software in a manner not authorized by the License Agreement, as  
 5 described in the preceding paragraph. In December, 2013 Objectivity sought confirmation from  
 6 Exponential that the Software was not installed and being used other than on a single 2 CPU dual  
 7 core server.

8       14. On or about December 11, 2013, Rettig represented in writing, both personally and  
 9 on behalf of Exponential, that "the Licenses are being used by Exponential only as permitted by,  
 10 and in strict compliance with all of the restrictions set forth in, the [License] Agreement."

11       15. By virtue of the allegations in paragraph 12, above, with regard to Exponential's  
 12 installation and use of the Software on a server containing four CPUs with six cores each, the  
 13 representation by Rettig and Exponent referenced in the preceding paragraph was false.

14       16. Subsequent to the representation by Rettig and Exponential referenced above,  
 15 Objectivity repeatedly sought further clarification from Exponential with regard to the nature and  
 16 extent of Exponential's actual use of the Software. As of the date of this complaint Exponential has  
 17 failed and/or refused to provide an unequivocal statement with regard to the actual nature and extent  
 18 of its use of the Software, and specifically whether the Software is installed and is being used on  
 19 other than a 2 CPU dual core server. The most recent communication from Exponential prior to the  
 20 filing of this action merely stated that "we are currently looking into this matter."

21       17. Subsequent to the filing of this action, Objectivity has learned that Exponential is  
 22 also using the Software with an application that is revenue generating, and/or that is being offered to  
 23 customers on an ASP based model. These uses consisted and consist of the use of the Software by  
 24 Exponential:

25               (a) with an application that generates revenue, by providing essential elements of the  
 26 services that Exponential offers to its customers in the course of its primary  
 27 business of delivering advertising intelligence and digital media solutions to

brand advertisers; and,

(b) with an application that generates revenue, as part of Exponential's above-described services, by offering services to customers on an ASP based model.

**VII. COUNT 1**  
(Breach of Contract - Exponential)

18. Objectivity repeats the allegations of paragraphs 1 through 16 above, as if specifically set out herein.

19. Under the License Agreement, Exponential agreed, among other things:

- (a) that it was and is authorized to install and use the Software only on a 2 CPU dual core server, and in no other manner;
- (b) that it was not and is not authorized to use the Software with an application used for a revenue generating purpose; and,
- (c) that it was not and is not authorized to use the Software with an application that is offered to customers on an ASP based model.

20. Exponential has breached the foregoing terms of the License Agreement by:

- (a) failing to fulfill its contractual promise not to use the Software other than on a 2 CPU dual core server, in that Exponential has installed and is using the Software on, among others, a server containing four CPUs with six cores each, and also on a server containing two CPUs with four cores each;
- (b) using the Software with an application used for a revenue generating purpose; and,
- (c) using the Software with an application that is offered to customers on an ASP based model.

21. Objectivity has performed all of its obligations under the License Agreement.

26        22. As a result of Exponential's breach of the License Agreement, Objectivity has been  
27 damaged in an amount according to proof at trial, but which is not less than \$2,000,000. Such  
28 damages include, but are not limited to, damages based on the additional amounts that Exponential

1 would have been required to pay as license, maintenance and support fees had it sought and  
 2 obtained a license authorizing the actual nature and extent of its use of the Software.

3 WHEREFORE Objectivity prays for judgment as set out in the prayer, below.

4

5 **VIII. COUNT 2**  
 6 (Copyright Infringement - Exponential)

7 23. Objectivity repeats the allegations of paragraphs 1 through 16 above, as if  
 8 specifically set out herein.

9 24. Objectivity invested substantial time, skill and resources into the writing of the  
 10 Software, to which Objectivity owns exclusive rights. The Software embodies original expression  
 11 which constitutes copyrightable subject matter protectable under the Federal Copyright Act.

12 25. Exponential's conduct in using the Software on a server other than a 2 CPU dual  
 13 core server, and with an application used for revenue generating, and/or as an ASP, contrary to the  
 14 License Agreement, constitutes the unauthorized exercise by Exponential of exclusive rights of  
 15 Objectivity in the Software which are protected by section 106 of the Copyright Act. Such  
 16 infringed exclusive rights include Objectivity's right to use and license the copyrighted work.

17 26. As a consequence of Exponential's infringement of Objectivity's copyright in the  
 18 Software, referred to in the preceding paragraph, Objectivity has suffered damages and other  
 19 irreparable injury, and will continue to do so unless and until Exponential is enjoined from engaging  
 20 in its unauthorized use, or otherwise ceases such unauthorized use, or Exponential obtains a license  
 21 from Objectivity authorizing its past and currently unauthorized use.

22 27. By virtue of the foregoing, Objectivity is entitled to recover its actual damages from  
 23 Exponential, and/or Exponential's infringer's profits, in an amount according to proof at trial, but  
 24 which is not less than \$2,000,000. Alternatively, Objectivity is entitled to statutory damages.  
 25 Objectivity is also entitled to injunctive relief and costs, including attorney's fees.

26 28. Notwithstanding demand by Objectivity to cease its unauthorized use of the  
 27 Software, Exponential has failed and/or refused to cease and desist from its infringing conduct.  
 28 Objectivity has therefore suffered and continues to suffer damages and other irreparable injury, and

1 will continue to do so unless and until Exponential is enjoined from engaging in its unauthorized  
2 use, or otherwise ceases such unauthorized use.

3        29.     On information and belief, Exponential installed and is using the Software on servers  
4 other than 2 CPU dual core servers, and has used and is using the Software with a revenue  
5 generating application, and/or has used or is using the Software in an application offered to  
6 customers on an ASP based model, in knowing disregard of the limitations of the license granted  
7 under the License Agreement. By virtue of those circumstances, Exponential's copyright  
8 infringement is willful, and Objectivity is entitled to punitive damages in an amount according to  
9 proof. Alternatively, Objectivity is entitled to enhanced statutory damages.

WHEREFORE Objectivity prays for judgment as set out in the prayer, below.

## IX. COUNT 3

13 30. Objectivity repeats the allegations of paragraphs 1 through 16 above, as if  
14 specifically set out herein.

31. As alleged in paragraph 14, above, on or about December 11, 2013, Rettig and  
Exponential represented that “the Licenses are being used by Exponential only as permitted by, and  
in strict compliance with all of the restrictions set forth in, the [License] Agreement.”

18       32.     At the time that Exponential and Rettig made the representation that “the Licenses  
19     are being used by Exponential only as permitted by, and in strict compliance with all of the  
20     restrictions set forth in, the [License] Agreement,” that representation was false.

22        33.     At the time that Exponential and Rettig made the representation that “the Licenses  
23        are being used by Exponential only as permitted by, and in strict compliance with all of the  
24        restrictions set forth in, the [License] Agreement,” Rettig knew that the representation was false,  
25        and intended that Objectivity should rely on the representation.

26        34.     Objectivity did rely on Rettig's representation that "the Licenses are being used by  
27     Exponential only as permitted by, and in strict compliance with all of the restrictions set forth in,  
28     the [License] Agreement."

1       35.     As a direct and proximate result of Rettig's and Exponential's misrepresentation that  
2     that "the Licenses are being used by Exponential only as permitted by, and in strict compliance with  
3     all of the restrictions set forth in, the [License] Agreement," Objectivity has been damaged in an  
4     amount according to proof at trial, but which is not less than \$100,000.

5       36.     In misrepresenting that “the Licenses are being used by Exponential only as  
6     permitted by, and in strict compliance with all of the restrictions set forth in, the [License]  
7     Agreement,” Rettig and Exponential acted with oppression, fraud, and malice as defined in Civil  
8     Code section 3294, and Objectivity is entitled to punitive damages in addition to actual damages to  
9     make an example of and to punish these defendants.

## X. COUNT 4

12       37. Objectivity repeats the allegations of paragraphs 1 through 16, and 30, 31 and 33,  
13 above, as if specifically set out herein.

38. At the time that Exponential and Rettig made the representation that "the Licenses  
are being used by Exponential only as permitted by, and in strict compliance with all of the  
restrictions set forth in, the [License] Agreement," Rettig had no reasonable ground for believing it  
to be true.

19       39.     As a direct and proximate result of Rettig's and Exponential's misrepresentation that  
20     that "the Licenses are being used by Exponential only as permitted by, and in strict compliance with  
21     all of the restrictions set forth in, the [License] Agreement," Objectivity has been damaged in an  
22     amount according to proof at trial, but which is not less than \$100,000.

WHEREFORE Objectivity prays for judgment as set out in the prayer, below.

## XI. PRAYER FOR RELIEF

WHEREFORE, Objectivity prays for judgment as follows:

26 1. On the First Cause of Action, for breach of contract, for damages against  
27 Exponential in an amount according to proof at trial, but which is not less than  
28 \$2,000,000:

- 1 2. On the Second Cause of Action, for copyright infringement, for damages against  
2 Exponential in an amount according to proof at trial, but which is not less than  
3 \$2,000,000 for actual damages, or alternatively statutory damages, and for enhanced  
4 damages based on willfulness;
- 5 3. On the Third Cause of Action, for intentional misrepresentation, for damages against  
6 Exponential and Rettig in an amount according to proof at trial, but which is not less  
7 than \$100,000;
- 8 4. On the Third Cause of Action, for intentional misrepresentation, for punitive  
9 damages against Exponential and Rettig in an amount according to proof at trial, but  
10 which is not less than \$300,000;
- 11 5. On the Fourth Cause of Action, for intentional misrepresentation, for damages  
12 against Exponential and Rettig in an amount according to proof at trial, but which is  
13 not less than \$100,000;
- 14 6. For interest at the legal rate on all of the above amounts;
- 15 7. For costs of suit, including attorney's fees on the copyright infringement cause of  
16 action; and,
- 17 8. For such further or alternative relief as may be appropriate.

19  
20 Dated: January 9, 2015

CARR & FERRELL LLP

21 By: /s/ Stuart C. Clark  
22 STUART C. CLARK

23 Attorneys for OBJECTIVITY, INC.  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

Objectivity hereby demands a jury trial of all issues in the above-captioned action which are triable to a jury.

Dated: January 9, 2015

CARR & FERRELL LLP

By: /s/ Stuart C. Clark  
**STUART C. CLARK**

Attorneys for OBJECTIVITY, INC.

## CERTIFICATE OF REGISTRATION



OFFICIAL SEAL

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

REGISTER OF COPYRIGHTS  
United States of America

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

## TITLE OF THIS WORK ▼

OBJECTIVITY/DB Version 3.X

## PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

070162528



a

## NAME OF AUTHOR ▼

Objectivity, Inc.

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

 Yes NoAUTHOR'S NATIONALITY OR DOMICILE  
Name of Country

OR Citizen of ▶ USA

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous?  Yes  NoPseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

Entire computer code

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

## NAME OF AUTHOR ▼

b

Was this contribution to the work a "work made for hire"?

 Yes NoAUTHOR'S NATIONALITY OR DOMICILE  
Name of Country

OR Citizen of ▶ USA

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous?  Yes  NoPseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

## NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

c

Was this contribution to the work a "work made for hire"?

 Yes NoAUTHOR'S NATIONALITY OR DOMICILE  
Name of Country

OR Citizen of ▶ USA

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous?  Yes  NoPseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED  
1994This information must be given in all cases.  
YearDATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK  
Month ▶ May Day ▶ 15\* Year ▶ 1994

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Objectivity, Inc.

301 B East Evelyn Avenue  
Mountain View, California 94041

See instructions before completing this space.

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

DO NOT WRITE HERE OFFICE USE ONLY	APPLICATION RECEIVED NOV 18 1994
	ONE DEPOSIT RECEIVED
DO NOT WRITE HERE OFFICE USE ONLY	TWO DEPOSITS RECEIVED NOV 18 1994
	FUNDS RECEIVED

MORE ON BACK ▶ Complete all applicable spaces (numbers 5-11) on the reverse side of this page.  
See detailed instructionsDO NOT WRITE HERE  
Page 1 of 2 pages

EXHIBIT A

\* Amended by C.O. Authority of telephone call on January 4, 1995 with Anne Peck.

EXAMINED BY *[Signature]*

FORM TX

CHECKED BY *[Signature]*

CORRESPONDENCE  
Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼

a.  This is the first published edition of a work previously registered in unpublished form.  
 b.  This is the first application submitted by this author as copyright claimant.  
 c.  This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILED Work Complete both space 1 and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

~~Objectivity/DB Version 1.X, Objectivity Version 2.X being registered simultaneously with this work~~b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼  
~~revised and additional material in code~~See instructions  
before completing  
this space.

6

—space deleted—

7

REPRODUCTION FOR USE OF BLIND OR PHYSICALLY HANDICAPPED INDIVIDUALS A signature on this form at space 10 and a check in one of the boxes here in space 8 constitutes a non-exclusive grant of permission to the Library of Congress to reproduce and distribute solely for the blind and physically handicapped and under the conditions and limitations prescribed by the regulations of the Copyright Office: (1) copies of the work identified in space 1 of this application in Braille (or similar tactile symbols); or (2) phonorecords embodying a fixation of a reading of that work; or (3) both.

a.  Copies and Phonorecordsb.  Copies Onlyc.  Phonorecords Only

See instructions.

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.  
Name ▼ Account Number ▼

8

9

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Anne H. Peck

Cooley Godward Castro Huddleson &amp; Tatum

Five Palo Alto Square, 4th Floor

Palo Alto, CA 94306

Area Code and Telephone Number ▼ (415) 843-5000

Be sure to  
give your  
daytime phone  
number

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one ▶

 author other copyright claimant owner of exclusive right(s) authorized agent of Objectivity, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s) ▼

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Anne H. Peck

date ▼ 11/17/94

Handwritten signature ▼

*Anne H. Peck*MAIL  
CERTIFI-  
CATE TO

Name ▼

Anne H. Peck, Esq.

Cooley Godward Castro Huddleson &amp; Tatum

Number/Street/Apartment Number ▼

Five Palo Alto Square, 4th Floor

City/State/ZIP ▼

Palo Alto, CA 94306

YOU MUST

• Complete all necessary spaces.

• Sign your application in space 10.

SEND ALL 3 ELEMENTS

IN THE SAME PACKAGE

1. Application form

2. Nonrefundable \$20 filing fee

in check or money order

payable to Register of Copyrights

3. Deposit material

MAIL TO:

Register of Copyrights

Library of Congress

Washington, D.C. 20559-6000

The Copyright Office has the authority to adjust the filing fee for inflation, based on changes in the Consumer Price Index. The next adjustment is due in 1995. Please contact the Copyright Office after July 1995 to determine the actual fee schedule.

\*17 U.S.C. § 506(d). Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

July 1993—\$0.000

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U.S. GOVERNMENT PRINTING OFFICE: 1993-342-502/80.019

11